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RECENT IMPORTANT DECISIONS.

ADVERSE POSSESSION—POSSESSION OF ONE JOINT-TENANT AS POSSESSION OF ALL.—Action to recover lands; plaintiff claiming by conveyances from the admitted owner, defendants claiming by prescription. More than thirty years ago defendant Camors and three others, now dead, purchased the land in dispute from one having no title and associated themselves into an unincorporated fishing club. From time to time new members were admitted and old members dropped out. At the time of suit there were nine members, of whom Camors alone had been in possession the statutory period. The nine defendants base their claim to title by adverse possession upon the occupancy of Camors. *Held*, "The actual possession by Camors of an undivided interest in the property is a physical impossibility. His possession was necessarily of the whole premises for account of himself and his cotenants." *Chef Menteur Land Co. Ltd. v. Mercier* (La. 1911), 57 South. 329.

Entry and possession by one of several joint tenants enures to the benefit of all. *WASHBURN, REAL PROP.* (6th ed.), § 858. While the exact facts involved in the principal case seem seldom to have come before the courts, the principle upon which the decision is based is well established. Possession of one of several cotenants is the possession of all. *Waring v. Crow*, 11 Cal. 367; *Brown v. Graham*, 24 Ill. 628; *Wilson v. Peele*, 78 Ind. 384; and this although there is no agreement between them, *Wiswall v. Wilkins*, 5 Vt. 87. The rule is the same whether they be joint tenants or tenants in common, 17 AM. & ENG. ENCY. LAW, 669. While in these cases the controversy was between the cotenants, the rule is the same when applied to the facts in the principal case.

BANKRUPTCY—MANNER OF CLAIMING EXEMPTIONS—CONSTRUCTION OF PROVISIONS RELATING TO EXEMPTIONS.—The partnership of Andrews & Simonds was adjudged an involuntary bankrupt. Simonds filed partnership schedules claiming exemptions under § 10322 of MICHIGAN COMP. LAWS OF 1897, which provides for the exemption of "tools, implements, materials, stock * * * or other things to enable any person to carry on the profession * * * or business in which he is engaged, not exceeding \$250.00 in value." No further claim for exemption nor specification of exempt property was ever made. After an authorized and confirmed sale of the partnership property by the trustee, without notice to the bankrupt or further request to specify exemptions, he filed a petition for payment to him of \$250.00 out of the proceeds of such sale as his exemption. *Held*, that the exemption provisions of the Bankruptcy Act are to be liberally, not strictly, construed, and that as nowhere in the Act or forms, except in the caption to Schedule B (5), is the bankrupt required to specify the articles in which he claims his exemption, if he has clearly indicated his intention not to waive his exemption, as here, and has also specified the particular class out of which he claims it, it then becomes the duty of the trustee to select and sever the exempt property from the mass of property, and in the class indicated. Here this being omitted without fault of the bank-